

|   |  |
|---|--|
| FILED<br>ENTERED                              | RECEIVED<br>SERVED ON<br>COUNSEL/PARTIES OF RECORD |
| JUL 16, 2020                                  |  |
| CLERK US DISTRICT COURT<br>DISTRICT OF NEVADA |  |
| BY: _____ DEPUTY                              |  |

1 NICHOLAS A. TRUTANICH  
 2 United States Attorney  
 3 District of Nevada  
 4 Nevada Bar Number 13644  
 5 BRIAN WHANG  
 6 Assistant United States Attorney  
 7 501 Las Vegas Boulevard South, Suite 1100  
 8 Las Vegas, Nevada 89101  
 9 (702) 388-6336  
 10 Brian.whang@usdoj.gov  
 11 Attorneys for the United States

12

13 UNITED STATES DISTRICT COURT  
 14 DISTRICT OF NEVADA

15 UNITED STATES OF AMERICA,  
 16 Plaintiff,  
 17 v.  
 18 ALEXIUS LAVELL DAVIS,  
 19 Defendant.

2:19-CR-233-RFB-EJY

**Stipulation Modify the Plea Agreement as  
 to Alexius Lavell Davis and Order**

20 The United States of America and Alexius Lavell Davis, and his counsel, Andrew  
 21 Wong, agree as follows:

22 1. The government and Alexius Lavell Davis seek to modify the Plea Agreement  
 23 (ECF No. 25) only as to the forfeiture. The Plea Agreement will remain in effect as to all  
 24 other aspects of the agreement.

25 2. The defendant knowingly and voluntarily:

26 a. Agrees to the district court imposing the civil judicial forfeiture or the  
 27 criminal forfeiture of:

28 i. a High Standard H-D military .22 caliber pistol, bearing serial  
 29 number 187934; and  
 30 ii. any and all ammunition

31 (all of which constitutes property);

32 b. Agrees to the abandonment, the civil administrative forfeiture, the civil  
 33 judicial forfeiture, or the criminal forfeiture of the property;

- c. Abandons or forfeits the property to the United States;
- d. Relinquishes all possessory rights, ownership rights, and all rights, interests in the property;
- e. Waives defendant's right to any abandonment proceedings, any civil forfeiture proceedings, any civil judicial forfeiture proceedings, or any forfeiture proceedings of the property (proceedings);
- f. Waives service of process of any and all documents filed in this action concerning the property arising from the facts and circumstances of this
- g. Waives any further notice to defendant, defendant's agents, or attorney regarding the abandonment or the forfeiture and disposition of the
- h. Agrees not to file any claim, answer, petition, or other documents in, concerning the property; agrees not to contest, or to assist any other person in contesting, the forfeiture; and agrees to withdraw immediately any claim, or other documents in any proceedings;
- i. Waives the statute of limitations, the CAFRA requirements, Fed. R., 32.2, and 43(a), including, but not limited to, forfeiture notice in the document, the court advising defendant of the forfeiture at the change of plea, the forfeiture hearing, the court making factual findings regarding the forfeiture, including to announce the forfeiture at sentencing, and all constitutional including but not limited to, the constitutional due process requirements of concerning the property;
- j. Waives defendant's right to a jury trial on the forfeiture of the
- k. Waives all constitutional, legal, and equitable defenses and claims to or abandonment of the property in any proceedings, including, but not limited constitutional or statutory double jeopardy defenses and claims and (2) defenses and

1 defendant directly to third parties, since August 14, 2019, including the location of the assets  
2 and the identity of any third party.

3 s. The defendant admits the property is any firearm or ammunition  
4 involved in or used in any knowing violation of 18 U.S.C. § 922(g)(1), and is subject to  
5 forfeiture pursuant to 18 U.S.C. § 924(d)(1) with 28 U.S.C. § 2461(c).

6 3. Each party acknowledges and warrants that its execution of the Stipulation is  
7 free and is voluntary.

8 4. The Stipulation contains the entire agreement between the parties.

9 5. Except as expressly stated in the Stipulation, no party, officer, agent,  
10 employee, representative, or attorney has made any statement or representation to any other  
11 party, person, or entity regarding any fact relied upon in entering into the Stipulation, and  
12 no party, officer, agent, employee, representative, or attorney relies on such statement or  
13 representation in executing the Stipulation.

14 6. The persons signing the Stipulation warrant and represent that they have full  
15 authority to execute the Stipulation and to bind the persons and/or entities, on whose behalf  
16 they are signing, to the terms of the Stipulation.

17 7. This Stipulation shall be construed and interpreted according to federal  
18 forfeiture law and federal common law. The jurisdiction and the venue for any dispute  
19 related to, and/or arising from, this Stipulation is the unofficial Southern Division of the  
20 United States District Court for the District of Nevada, located in Las Vegas, Nevada.

21 8. Each party shall bear his or its own attorneys' fees, expenses, interest, and  
22 costs.

23 9. This Stipulation shall not be construed more strictly against one party than  
24 against the other merely by virtue of the fact that it may have been prepared primarily by  
25 counsel for one of the parties; it being recognized that both parties have contributed  
26 substantially and materially to the preparation of this Stipulation.

27 / / /

28 / / /

1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was  
2 reasonable cause for the seizure and forfeiture of the property.

4 DATED: 06/19/2020

DATED: 6/19/20

NICHOLAS A. TRUTANICH  
United States Attorney

7 //s// Andrew Wong

8 ANDREW WONG  
Counsel for Alexius Lavell Davis

BRIAN WHANG  
Assistant United States Attorney

9 | DATED: 06/19/2020

//s// Andrew Wong for Alexius Davis

---

## ALEXIUS LAVELL DAVIS

---

IT IS SO ORDERED;

RICHARD F. BOULWARE, II  
UNITED STATES DISTRICT JUDGE  
DATED: 7/16/2020